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Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Trademark No. 77/452,342 which was inadvertently recorded while filing the document previously recorded on Reel 003987 Frame 0116. Assignor(s) hereby confirms the Trademark No. 77/452,342 should not have been recorded against..		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Recreation Products, Inc.		05/14/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	One South Wacker, Suite 3400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	a National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77452342	FIRST ASCENT	
<b>CORRESPONDENCE DATA</b>			

TRADEMARK

<b>Fax Number:</b> (312)993-9767 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> <b>Phone:</b> 312-993-2698 <b>Email:</b> magdalini.rizakos@lw.com <b>Correspondent Name:</b> Magdalini Rizakos c/o Latham & Watkins <b>Address Line 1:</b> 233 South Wacker Drive, Suite 5800 <b>Address Line 4:</b> Chicago, ILLINOIS 60606	
<b>NAME OF SUBMITTER:</b>	Magdalini Rizakos
<b>Signature:</b>	/mr/
<b>Date:</b>	05/18/2009
<b>Total Attachments: 4</b> source=Trademark Security Agreement- American Recreation#page1.tif source=Trademark Security Agreement- American Rccreation#page2.tif source=Trademark Security Agreement- American Rccreation#page3.tif source=Trademark Security Agreement- American Recreation#page4.tif	
<b>RECEIPT INFORMATION</b>  <b>ETAS ID:</b> TM143520 <b>Receipt Date:</b> 05/18/2009 <b>Fee Amount:</b> \$40	

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**TRADEMARK**

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**05/14/2009  
 900134039**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Recreation Products, Inc.		05/14/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	One South Wacker, Suite 3400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	a National Association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3515286	4 ON THE FLOOR
Registration Number:	1882992	ARP SAFETY PRODUCTS
Serial Number:	77420198	COMFORTEC
<del>Serial Number:</del>	<del>77458948</del>	<del>PILOT ADVENT</del>
Serial Number:	77024212	GET OUT GEAR
Serial Number:	78910487	GUARDIAN
Registration Number:	3444912	NO FLY ZONE
Registration Number:	3211341	READYREST
Serial Number:	77420147	SMARTSHADE
Serial Number:	77578537	SPORT SHOT

OP \$265.00 3515286

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-993-2898

Email:	magdalini.rizakos@lw.com
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins
Address Line 1:	233 South Wacker Drive, Suite 5800
Address Line 4:	Chicago, ILLINOIS 60806
NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	05/14/2009
Total Attachments: 4 source=Trademark Security Agreement- American Recreation#page1.tif source=Trademark Security Agreement- American Recreation#page2.tif source=Trademark Security Agreement- American Recreation#page3.tif source=Trademark Security Agreement- American Recreation#page4.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2009, by AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur L.C Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RECREATION PRODUCTS, INC.

By: [Signature]  
Name: Keith A. Grypp  
Title: Vice President, Secretary and General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: [Signature]  
Name: STEPHEN C. HARRIS  
Title: V.P.

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
4 on the Floor	American Recreation Products, Inc.	3,515,286	10/14/2008
ARP Safety Products	American Recreation Products, Inc.	1,882,992	03/07/1995
Comfortec	American Recreation Products, Inc.	77/420,196	03/12/2008
Get Out Gear	American Recreation Products, Inc.	77/024,212	10/18/2006
Guardian	American Recreation Products, Inc.	78/910,487	06/16/2006
No Fly Zone	American Recreation Products, Inc.	3,444,912	06/10/2008
Readyrest	American Recreation Products, Inc.	3,211,341	02/20/2007
Smartshade	American Recreation Products, Inc.	77/420,147	03/12/2008
Sport Shot	American Recreation Products, Inc.	77/578,537	09/25/2008

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**TRADEMARK REGISTRATIONS**

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